

VIRGINIA  
GRAYSON COUNTY

DECLARATION OF RESTRICTIVE COVENANTS FOR  
COOL BREEZE VILLAGE

Plat Book M-2137 Page M-2139  
In the Clerk's Office of Grayson County  
Tax ID 96-A-22

31 THIS DECLARATION OF RESTRICTIVE COVENANTS, made and entered into this day of October 2013, by and between LANDPLUS RV RESORTS, INC., a North Carolina Corporation, hereinafter called "Developer"; and Prospective Purchasers of sites inclusive, as shown and delineated on a Plat entitled Cool Breeze Village located in Oldtown Magisterial District of Grayson County, Virginia

WITNESSETH

THAT WHEREAS, The said Developer has heretofore acquired title to a certain tract of land by deed recorded in Deed Book 418, Page 851, Clerk's office of Grayson County; which has been developed as a Recreational Vehicle Resort / Subdivision, as shown on a certain plat map entitled COOL BREEZE VILLAGE which said is recorded in the Clerk's office of Grayson County in Plat Book M-2137 Page M-2139 and,

WHEREAS, The said Developer intends to convey said sites as the same are shown and delineated on the plat map, by deeds, deeds of trust, mortgage, and other instruments to various persons, firms and/or Corporations, subject to the restrictions and covenants herein set forth and declared:

- A. For the purpose of insuring the best use and the most appropriate development and improvement of the described sites.
- B. To protect the owners of the subdivided sites against any improper that will impair or depreciate the value of their property and/or other sites in the subdivision.
- C. To guard against poorly designed and proportioned structures and structures built of improper or unsuitable materials.
- D. To preserve, so far as practical, the natural beauty of said lands.
- E. To encourage and secure the use of Recreational Vehicles thereon, with appropriate location thereof on said sites and to secure and maintain proper setbacks from streets, and adequate free space between structures.
- F. In general, to provide adequately for a high type and quality of improvement on said property and thereby to enhance the value of investments made by purchase of sites therein.

NOW THEREFORE, The Developer hereby declares that the sites shown and designated on the Plat herein referred to shall be held, transferred, sold and conveyed subject to these restrictive covenants.

## DEFINITIONS

As used in this Declaration, the following definitions shall prevail:

**Association:** shall mean Cool Breeze Village Property Owners Association, LLC, a non-profit corporation responsible for the operation of the property for the benefit of the members of the Association. The Association shall have all powers and duties granted to or imposed upon it by this Declaration and the Bylaws of the Association.

**Architectural Committee:** shall mean the developer of Cool Breeze Village and or the committees created by Cool Breeze Village Property Owners Association, LLC. to oversee and manage the improvements placed on the sites governed by these restrictive covenants, and to create guidelines to preserve and to protect against any unnecessary or offensive active.

**Accessory Structures:** shall mean any structure, building or improvements other than the primary eligible recreational vehicle and shall included all storage buildings, outdoor kitchens and decks. All accessory structures must be approved by the Architectural Committee and may require a building permit from Grayson County Inspections Department.

**Common Property:** are all those areas of land that are located within the area known as Cool Breeze Village that are not deeded to a private entity. The "Common Property" includes, but is not limited to the following: the sewage collection systems, the roads, pathways, bathhouses, designated recreation facilities in the recreation areas, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the Owner and which are conveyed or leased as "Common Property."

**Common Utilities:** are all underground / aboveground electrical power systems, water systems, cable tv systems, sewer systems, septic tanks, Wi-Fi network for internet, common lighting and storm drainage.

**Developer:** shall mean LandPlus RV Resorts, Inc. its successors and assigns.

**Improvements:** are all structures or landscaping of every type placed or constructed on any site including, but not limited to, utility buildings, underground installations, slope alterations, berms, driveways, parking areas, fences, screening, retaining walls, stairs, decks, windbreaks, planting of trees, shrubs, signs or utilities.

**Lot or Lots / Site or Sites:** shall mean and refer to any plot of land as shown on the recorded plat of Cool Breeze Village, with the exception of the plots of land labeled "Common Property"

**Family:** shall consist of owner(s), their children, their parents, their grandparents and their grandchildren.

**Guest(s):** are invited person(s) who accompany the Owner to Cool Breeze Village.

**Occupant(s):** shall mean the person(s) other than the Owner in possession of the Lot / Site.

**Owner of Site or Owners of Site:** hereinafter referred to as Owner, shall mean and refer to the owner of record whether one or more persons, firms, associations, partnerships, corporations or other legal entities, in the fee simple title to any lot / site, but the term "Owner" shall not mean and refer to any lessee or tenant of the owner of record. Owners shall be members of the Association and shall be subject to a annual assessment fee as designated in Article XII of the By-Laws of Cool Breeze Village Property Owners Association, LLC.

**PUD:** Shall mean Planned Unit Development as approved by the Grayson County Planning Commission under the Subdivision Ordinance in Article VII and conforms to Virginia Condominium Act 55-79-39 to 55-79-103.

**Phase:** Any lots, sites or common area, which are simultaneously made subject to the provisions in these covenants, either now or at a later date. Any additional phases added shall be contained to and shown on the original recorded plat of Cool Breeze Village.

**Recreational Vehicle or RV'S:** shall mean those vehicles described in these covenants as Eligible Recreational Vehicle.

## **Restrictions and Uses of Sites / Lots**

1. **Residential Only:** No site shall be used for anything other than residential purposes and such residences shall consist only of Eligible Recreational Vehicles as defined herein, No business shall be operated from any site.
2. **Use of Sites / Lots:** each site may be used by the owner, their family, or guest. Only one RV, and Only one storage building, and Only one deck or patio that may contain an outdoor kitchen may be allowed on a site. Site may be gravel, concrete or concrete pavers although setback requirements must be meet. Owner may rent / lease said site and must employ Cool Breeze Campground to manage the rent / lease of said site upon owners absents. Any rent / lease must be on a nightly basis and all renters must abide by all restrictions and rules. Park Homes shall not be rented or leased at any time. All guest or occupants must check-in at office before occupying any site. No Site / Lot shall be used as a permanent residents.
3. **Eligible Recreational Vehicle:** All RV's placed on any site / lot must meet the classifications listed below and have a RVIA seal. Any RV not occupied for thirty days shall be removed from site with the exception of those RV's designated as Park Homes.
  - Motorhome, Motorcoach or Bus Conversion must be Class A, B or C Gas or Diesel, shall have an overall length of no less than 34 feet. Must have a current license tag and be in a road worthy condition and shall not be placed on site as a permanent fixture.
  - Fifth Wheel towable trailers shall have an overall length of no less than 36 feet. Must have a current license tag and be in a road worthy condition and shall not be placed on site as a permanent fixture.

- **Park Homes must be built to ANSI Standard A119.5 code and be RPTIA approved. Must have less than 400 sq. ft. of heated living space, must leave axles attached to unit, wheels and tongue can be removed and stored under unit. All Park Homes and setup must be approved by the Architectural Committee prior to the arrival of said unit. All Park Homes must be underpinned within 60 days of setup and all setup materials used must be approved by the Architectural Committee. A permit must be obtained from Grayson County Building Inspections Department for set up, utility connections and any freestanding decks or accessory structures.**
4. **Age / Appearance Guidelines:** The Architectural Committee shall have the right to approve or disapprove any RV based on but not limited to the age or appearance of the RV. The RV shall be kept clean, neat and in a well-maintained condition at all times. Park Homes shall be new when placed and set-up on site. The Architectural Committee shall adopt further guidelines and rules for the continued management of the development and use of the PUD under the authority of the Property Owners Association.
  5. **Accessory Structures:** All storage or accessory buildings shall not be built permanently to the site, must remain movable ( on skids ), be underpinned and be approved by the Architectural Committee. No accessory building shall be larger than 200 sq. ft. enclosed under roof. Such buildings shall be properly installed and placed within the designated area on the lot in order to comply with all setback restrictions provided herein. All buildings must be built of new materials, Shall not have living quarters of any type including bathrooms or sleeping area.
  6. **Decks and Patios:** Only Park Homes may have a deck that must be freestanding and not attached to the Park Home. It shall not be higher than the floor level of the Park Home and shall not be greater than 400 sq. ft. of area. Decks maybe constructed from treaded lumber or materials such as trek or pvc. All patios must be ground level, must remain inside the site setback restrictions as set forth herein and may be constructed from concrete or pavers. Decks and Patios shall comply with the approval of the Architectural Committee and Grayson County. Motorhomes and Fifth Wheel towable trailers are not allowed to have freestanding decks.
  7. **Outdoor Kitchen:** shall be permitted so long as all plans are approved by the Architectural Committee and must remain inside the site setback restrictions as set forth herein. A permit maybe required from Grayson County Building Inspections Department.
  8. **Set Back Restrictions:** All Recreational Vehicles, decks and buildings shall be placed on the site no closer than 5 feet from the side property line, 10 feet from the back property line or side street property line, and 20 feet from the front street property line.
  9. **Subdivision of Sites:** No recreational vehicles shall be placed on less than one (1) lot / site and no lot / site shall be subdivided except that two (2) owners may subdivide a lot / site between them, but only one (1) recreational vehicles shall be placed on the combined original and subdivided portion of any lots / site.
  10. **Landscaping:** Every site shall be landscaped only according to plans approved by the Architectural Committee. Every site shall be maintained thereafter in a well-kept condition free of weeds, trash, debris or materials that are unsanitary or unsightly. The Association will be responsible for the maintenance of the grass / lawn on all sites and common property on a weekly basis. Any excavation made in connection with the construction, maintenance or repair of any improvements shall be backfilled, and disturbed ground shall be leveled, graded and seeded, as approved by the Architectural Committee.

11. **Prohibited Recreational Vehicle, Structures & Items:** No RV designed or classified as permanent living quarters, No permanent accessory buildings, screened rooms, clothes lines, any type of flag over 15 sq. ft. in size, fireworks of any type, carports, metal awnings, or covers for RV's. Only eligible RV's are allowed on any site. Any RV classified as Popup, Tent, Travel Trailer or Mobile Homes are prohibited. All RV's must be fully self-contained and have connections for Power, Water and Sewer.

12. **Motor Vehicles:** which create loud and obnoxious noises shall not be operated in the PUD. Golf carts shall be permitted providing a person who has a valid driver's license operates it and the owner has registered said vehicle with the Association. It shall be the sole responsibility of the owner to provide liability coverage on all vehicles. The Association shall have no responsibility or liability for any damage to property or personal injury resulting from an uninsured vehicle of any type and all owners of sites hereby indemnify and hold harmless the developer and the Property Owners Association from all claims and damages arising from the operation of all motor vehicles on the premises.

13. **Construction and Setup:** No improvements, construction or unit setup shall commence without the consent and approval of the Architectural Committee and must comply to all applicable laws, ordinances, and regulations with Grayson County. After commencement of construction of any improvements the work thereon shall be diligently and continuously prosecuted so that such improvements shall not remain uncompleted for any substantial period of time. The owner of each site shall at all times keep public and private streets and right-of-ways free from any dirt, mud, garbage, trash or other debris resulting from construction of improvements.

14. **Utilities / Connections:** Each site shall have one power pedestal that contains a 50 / 30 / 20 amp receptacle and breaker for each. There shall also be a Cable TV connection on each power pedestal. Each site shall have one freeze proof water connection and one four-inch sewer connection. The Association shall maintain a Wi-Fi network for Internet access that shall cover the entire PUD. Site owners shall be responsible for the proper connections to the utilities. All utility equipment / connections shall be the property of the Association; any alterations to this equipment must be approved by the Association or Architectural Committee.

15. **Utility Cost:** Each site shall be sub-metered for power and billed to the owner, payable on a monthly basis to the Association. The common utility service for water, sewer, trash / dumpster and Wi-Fi network shall be paid by the Association and included in the yearly maintenance fee. Any additional utilities contracted by the site owner shall be the full expense of the site owner.

16. **Fences and Screening:** No permanent fence of any kind shall be allowed and only portable or movable small pet enclosures with a maximum height of 3 feet will be allowed. The Architectural Committee must approve any type of screening manmade or natural.

17. **Antennas / Dishes:** Radio and / or television towers, dishes or antenna may not be erected or placed on any site. Only those antennas and satellite dishes affixed to the RV and / or the Accessory Building shall be allowed provided the same do not exceed twenty-eight ( 28 ) inches in diameter.

18. **Outside Items:** such as but not limited to bird feeders, birdhouses, birdbaths, tables, chairs, lawn furniture, and outside decorations of any type shall be permitted but within the Architectural Committee's sole discretion to determine whether any such item is

unreasonable. When sites are unoccupied all outside items and or furniture shall be stored inside Accessory Buildings or removed from sites.

19. **Campfires:** are permitted in approved fire rings or fireplaces only and must be attended at all times. The burning of any type of trash is prohibited.
20. **Quiet Time:** will be observed between 10:00pm and 7:00am
21. **Approval of RV and Improvements:** No RV, Deck, Patio or Improvement of any kind shall be erected or allowed to remain in this PUD unless it shall be in harmony with the existing improvement in the PUD, and unless plans and specifications have been submitted to and approved in writing by the Association or Architectural Committee. Refusal of approval of plans may be based upon the sole and uncontrolled discretion of the Association or Architectural Committee upon any grounds, including purely aesthetic consideration. One copy of all plans and related data must be furnished to the Association or Architectural Committee for their records, If no action is taken by the Association or Architectural Committee within 30 days after plans are submitted to them, the owner of the site may then proceed to build without approval if the design of the building is in harmony with the existing structures in the PUD.
22. **Animals:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided they are not permitted to become a nuisance to the PUD. The owner must properly dispose of all animal waste. Please do not allow your pet to go on our trees or shrubs. All pets must be maintained on a leash or in fenced area at all times and must not be left unattended. They are not allowed in any common building, office or bathhouse.
23. **Garbage and Refuse Disposal:** No site shall be used or maintained as a dumping ground for refuse or rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers or placed in the dumpster. The Association shall maintain a dumpster provided by Grayson County Solid Waste and collected on a weekly basic.
24. **Nuisances:** No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
25. **Sewer Systems:** The sewer systems in this PUD are constructed in accordance to the Virginia Department of Health and approved by Grayson County Health Department. These systems shall be owned and maintained by the Association and classified as common utilities.
26. **Water Systems:** The water service in the PUD is provided by Grayson County via the Fairview Water System and included in the yearly assessment fee payable to the Association. All water lines shall be owned and maintained by the Association and classified as common utilities.
27. **Streets:** All streets in this PUD have been constructed as private streets. The developer has dedicated a perpetual non-exclusive 30 foot wide right of way, as shown on the recorded plat. All streets within the platted PUD shall be common property owned by the Association and shall be maintained by the Association at the cost of the Association. Virginia Department of Transportation ( VDOT ) has approved the entrance of this PUD as a commercial entrance.

28. **Easements:** Easements for installation and maintenance of common utilities and drainage facilities are reserved as shown on the recorded plat and the Association shall have the right to grant to persons, firms and corporations providing such common utilities easements for the installation and maintenance of the same as shown on the recorded plat, Drainage flow shall not be obstructed nor be divided from drainage or utility easements as designated on the recorded plat. Owners use of their respective sites shall be subject to those designated easements.

29. **Enforcement:** Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damage. If it shall become necessary to enforce any provision contained herein in any court of law, then and in that event, the person, firm or corporation violating such provision and against whom such proceeding is constituted shall be responsible for payment of all cost and attorney fees incurred in enforcing such provisions.

30. **Modification:** The restrictive and protective covenants and conditions set forth herein may be modified or terminated with the written consent of all of the owners of seventy-five percent of the numbered sites in the subdivision. Said consent shall be by written instrument duly executed, acknowledged, and recorded in the Clerk's Office of Grayson County. Any modifications to these restrictive covenants shall not change the general scheme of the PUD. If for any reason the following numbered restrictions are changed approval from the Grayson County Planning Commission must be granted, number 1, 2, 3, or 11 and allowable density, open space requirements and other major design features as shown on the approved plat.

IN TESTIMONY WHEREOF, The party of the first has signed and sealed the

Declaration of Restrictive Covenants and Conditions this 31 Day of October 2013

LANDPLUS RV RESORTS, INC.

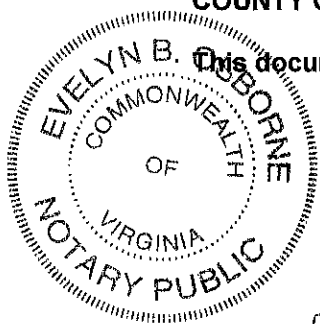
By: Robert L. Sells  
Robert L. Sells President

STATE OF VIRGINIA  
COUNTY OF GRAYSON

This document was signed before me in the aforesaid County on October, 31 2013

By: Robert Sells, President of  
LandPlus RV Resorts, Inc

Evelyn B Osborne



Notary: Evelyn B Osborne

My Commission expires: 11-30-2014

Registration No. 317902

INSTRUMENT #130002221  
RECORDED IN THE CLERK'S OFFICE OF  
GRAYSON ON  
OCTOBER 31, 2013 AT 09:32AM

SUSAN M. HERRINGTON, CLERK  
RECORDED BY: DPH

DELIVERED

OCT 31 2013

Robert Sells